

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

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DAVID D. HENWOOD,	:	
	:	
Plaintiff,	:	
	:	Civil Action No.
v.	:	3:01 CV 996 (AWT) (DFM)
	:	
UNISOURCE WORLDWIDE, INC. and	:	
GEORGIA-PACIFIC CORP.	:	
	:	
Defendants.	:	June 22, 2004

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**ERRATA SHEET FOR TRANSCRIPT OF  
CONTINUED DEPOSITION OF DAVID D. HENWOOD  
HELD ON MAY 18, 2004**

I, David D. Henwood, in order to make my deposition transcript more accurate, wish to make the following changes:

<u>PAGE #</u>	<u>LINE #</u>	<u>CORRECTION</u>	<u>REASON FOR CORRECTION</u>
4	10-11	replace "My best recollection is it was at his retirement party." with "I believe the last time I spoke with him was when he returned to have lunch with me and other PCUS employees, following his retirement."	to make more accurate
5	17	add after "Watchtower": "or any other account for which I was responsible"	to make more accurate
6	12	replace "breeched" with "breached"	spelling mistake
6	24	replace "breech of contract" with "written contract"	transcription error
10	19	add to end of sentence ", and my relationship with the Watchtower since I had replaced PCUS as the Watchtower's supplier for magazine paper in 1977."	to make more accurate

11	24	add to end of sentence “, including the President and the Chairman of the Board of PCUS’s parent company, Alco Standard. In fact, during my discussions with Mr. Fitzgerald prior to my employment, he informed me that Dick Gozon, the President of Alco Standard, intended to meet with me shortly after I would start working for PCUS to discuss the Watchtower account and the entire organization’s willingness to assist me and support my efforts in any way possible. Approximately three weeks after I began my employment with PCUS, Mr. Gozon, Mr. Fitzgerald and I met. Mr. Gozon again promised me the company’s full support for my efforts with the Watchtower, promising that he and the Chairman of the Board, Ray Mundt, would make themselves available whenever necessary in order to assist me with the Watchtower account. We also discussed during that meeting that Mr. Gozon would exert leverage he could bring, if necessary, in order to ensure Fraser’s cooperation with the company. Specifically, he raised the possibility of providing Fraser with other business in order to encourage Fraser to work with PCUS.”	to make more accurate
14	10	add to end of sentence “and I wanted to make sure that, if I accepted employment with PCUS, they would never do what AT Clayton did.”	to make more accurate
14	16-17	replace answer with “Yes, I was confident I could do so.”	to make more accurate
15	6	add to end of sentence “and because of my longstanding relationships with key personnel at the Watchtower and because of my skills and knowledge as a salesperson, and my knowledge of the Watchtower’s paper needs.”	to make more accurate
16	11	add to answer “I also remember discussing with Mr. Fitzgerald my sales history and my several high profile clients, many of whom PCUS also sold paper to.	to make more accurate

17	11	replace answer with “Mr. Fitzgerald was more involved in the Watchtower account than Dan Romanaux, but I always was the person who initiated or responded to any contact between PCUS and the Watchtower. As the company president, Mr. Fitzgerald was actively involved in the Watchtower account by occasionally accompanying me to meetings and otherwise assisting me to maintain this account.”	to make more accurate
18	11	Add “In addition, as I have testified previously and in my affidavit, Mr. Fitzgerald promised that I alone would be the exclusive representative of PCUS to the Watchtower, that the company, including its parent company and high level management, would assist me in maintain the Watchtower account, and that PCUS would never take actions like those actions taken by AT Clayton.”	to make more accurate
18	24	add to end of sentence “, although the purchase orders generally involved a years worth of paper.”	to make more accurate
19	22	add after Ralph Lindem “and Calvin Chyke”	to make more accurate
20	12	add to end of answer “We had an oral agreement between PCUS and the Watchtower that we would each provide to the other at least a years notice if we were not going to be able to work together in the future, because of the significant commitment each organization was making to the other and so that each organization would be able to protect its interests.”	to make more accurate
22	24	add after “No” “, no formal agreement, although the Watchtower’s direct communications with Fraser were inconsistent with the methods of communication that we had established.”	to make more accurate
24	10	add after “No” “, with the exception of purchase orders or the oral agreement to provide each other with at least a years notice.”	to make more accurate

26	19	replace answer with “Not contractually, but practically I could rely upon the Watchtower’s business because I knew that as long as I offered the Watchtower superior service and a good product at a cheaper price than it could find elsewhere, it would continue to purchase its paper from me. Although it was often challenging, I was confident in my ability to work with Watchtower and maintain the level of quality of paper that Fraser produced for the Watchtower.”	to make more accurate
26	24	add to end of line “He said I alone could service the Watchtower account for the company, and he provided information about how another salesperson, Dan Romanau, had been calling on the account, but that he would put a stop to that to ensure that only I would be calling upon the Watchtower or otherwise dealing with them.”	to make more accurate
27	20	add to end of line “But otherwise, you and you alone would be responsible to service your accounts.”	to make more accurate
28	23	delete “I believe”	to make more accurate
33	24	add to end of sentence “because he make those statements. If he had not make those promises on his own, I would have asked for such assurances, but he make those promises without me even having to ask.”	to make more accurate
34	9	add to beginning of answer “Yes,”	to make more clear
34	15	add to end of sentence “, I wasn’t concerned because I was promised it wouldn’t happen.”	to make more clear
37	20	add to end of sentence “, but it wasn’t clear that I wasn’t going to be servicing the account then.”	to make more accurate
38	12	add to end of sentence “, but in December 1999, I still hoped they would provide the support they had promised to provide, and I still was endeavoring to have them provide that support.”	to make more accurate

38	22	add to end of sentence “, so I relied on Jim’s promises and decided to stay at PCUS and try to retain the account based upon Jim’s initial promises to involve me in the account and to reinstate me soon.”	to make more clear
41	3	add to end of sentence “, until the end.”	to make more accurate
43	8	replace “way of paper” with “weight of paper”	transcription error
45	9	add after the work “recall” “earlier today, in my prior deposition and in my affidavit.”	to make more clear
46	20	add “I also relied on the commitments by taking the job with PCUS and by staying there when, if I had known the company intended to stop supporting me, or if the company had not hidden its actions from me, I would have taken the Watchtower account elsewhere.”	to make more accurate
50	1	insert after “Yes” “, and our established method of doing business.”	to make more accurate
50	18	insert after “knowledge” “, although it apparently did since I now believe there were communications between PCUS and the Watchtower that did not involve me that occurred prior to 1999.”	to make more accurate
52	4	add “I would have communicated with the Watchtower about issues they were raising if the company hadn’t hidden communications from me.”	to make more accurate
56	4	add “, since Jim O’Toole had promised me the account back.”	to make more accurate
58	9	replace “in” with “at”	transcription error
60	5	replace “weary” with “wary” and add to end of sentence “, so I made sure I had the necessary assurances from PCUS before accepting the job with it.”	transcription error and to make more accurate
62	1	replace “Schiff” with “Chyke”	transcription error

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/s/  
\_\_\_\_\_  
David D. Henwood

Subscribed and sworn to before me:

Dated this   22   day of        June           

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/s Claire Helsing  
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Notary Public/ Commissioner of the Superior Court

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing was sent on this 22<sup>nd</sup> day of June, 2004 to the following counsel of record by U.S. Mail, postage prepaid:

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/s/  
Daniel M. Young